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9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
11

12 CHURCH OF SCIENTOLOGY)
13 INTERNATIONAL, a California)
not-for-profit religious)
14 corporation;)

15 Plaintiff,)

16 vs.)

17 GERALD ARMSTRONG; THE GERALD)
ARMSTRONG CORPORATION, a)
18 California corporation; DOES)
1-25, inclusive;)

19 Defendants.)
20)
21)

Case No. BC 052 395
BC 084 642
[Consolidated]

DEFENDANTS' ARMSTRONG AND TGAC
OPPOSITION TO SCIENTOLOGY'S
MOTION TO VACATE STAY ORDER
AND ARMSTRONG'S MOTION FOR
MONETARY SANCTIONS; POINTS AND
AUTHORITIES; DECLARATION OF
FORD GREENE

Date: March 14, 1994
Time: 8:30 a.m.
Dept: 30

DISCOVERY CUT-OFF: None Set
MOTION CUT-OFF: None Set
TRIAL DATE: None Set

COPY

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¹ As discussed in Footnote 2, *infra.*, this case number no longer exists because on October 6, 1993 the Court consolidated this case with BC052395.

1 I. INTRODUCTION

2
3 Scientology's motion to vacate the stay that this Court
4 issued, sua sponte, ^{2/} should be rejected and sanctions should be
5 ordered for bringing a frivolous motion. The reasons that it
6 should be rejected are as follows:

7 1. Armstrong's defense to the case is the same as his
8 defense to the motion for preliminary injunction; that is, the
9 contract Scientology seeks to enforce is illegal and
10 unenforceable. It is this issue which is squarely in front of the
11 Court of Appeal and it is upon this express basis that the Court
12 stayed this case on March 23, 1993. ^{3/} Therefore, Scientology's

13
14 ² Scientology misrepresents that state of the record with
15 respect to the issuance of the stay herein. On July 8, 1993, it
16 filed its complaint herein. On August 6, 1993 it filed its notice
17 of related case. On August 27, 1993 Department One issued its
18 order finding the instant case to be related to BC 052 395, which
19 it designated as the lead case. (Despite the Court's Order
20 Scientology never gave notice of this to Armstrong.) On September
21 14, 1993 Armstrong filed his special motion to strike pursuant to
22 C.C.P. § 425.16 which was set for hearing on October 6, 1993. On
23 October 6, 1993, the Court, sua sponte, ordered that "[t]he
24 instant action is ordered consolidated into BC052395, Church of
25 Scientology VS. Armstrong, Gerald which is pending in this court.
26 [¶] The action, including the Motion to Strike, is stayed pending
27 ruling from the Court of Appeals."

28 Thus, Scientology's statement that "Armstrong successfully
persuaded this Court to stay" the second case (Motion at 9:1-5) is
inaccurate factually as well as technically. Since the cases have
been consolidated, there are not two cases. Indeed, the instant
motion should not have even been filed under the old case number
which, by virtue of the Court's sua sponte October 6th
consolidation order has been subsumed into BC052395.

³ In his March 23, 1993 Minute Order granting Armstrong's
motion for a stay, Judge Horowitz found that the "legality and
validity of the Agreement" is the "central issue" in the instant
litigation, holding as follows:

"D, Mot for stay of proceedings GRANTED. The action is stayed
under CCP 916. Counsel are ordered to report any decision by the
(continued...)"

1 argument that there are parts of the complaint that are
2 segregatable from the issue of the enforceability of the contract
3 is false.

4 2. Further, the basis for Scientology's motion ignores the
5 fact that its second lawsuit has been consolidated into the first.
6 Scientology proceeds on the erroneous assumption that there are
7 two cases, and asks the Court to vacate the stay as to what used
8 to be BC084642 which is now BC052395.

9 3. Finally, as usual Scientology postures itself as
10 Armstrong's victim so that it can gain the Court's sympathy and
11 thereby increase its chances to obtain a favorable ruling.
12 Scientology is the abuser, not the abused. ⁴/

13 ³(...continued)

14 Court of Appeal to this Department, in writing, within one day of
the issuance of the opinion so that this Court may lift the stay.

15 ". . . an appeal stays proceedings in the trial court upon
16 the . . . order appealed from or upon the matters embraced therein
or affected thereby ..." CCP 916. As the Church has stated in
17 its Summary Adjudication motions, "The facts are undisputed,
however, that Armstrong has breached the Agreement repeatedly and
18 deliberately. Because of these breaches, a preliminary injunction
was issued by the Court on May 28, 1992." Obviously, the validity
19 of the Agreement is the basis for the preliminary injunction. One
of the basis for the appeal is an attack on the legality and
validity of the agreement.

20 The central issue of this case is the legality and validity
of the Agreement. The Court of Appeal could certainly reach that
21 issue in its determination of the validity of the injunction. If
it does, that ruling could be determinative of many of the issues
22 of this case. It makes no sense to proceed with this matter until
the Court of Appeal makes its ruling.

23 Any and all matters set in this department, including but not
limited to the Motions set for 3/31/93, the Final Status
24 Conference of 4/23/93 and the Trial of 5/3/93, are each advanced
and vacated.

25 Defendant shall give notice."

26 ⁴ Since this motion is without factual and legal support
(see Part IV, infra), Armstrong is requesting that the Court Order
27 that plaintiff and its counsel, Bowles and Moxon, and Wilson, Ryan
and Campolongo pay him monetary sanctions for the expense incurred
28 in submitting and litigating his opposition to this motion.

1 II. STATEMENT OF FACTS ⁵/
2

3 Scientology originally sued Armstrong for allegedly stealing
4 documents from it which revealed that many of the claims by L. Ron
5 Hubbard, its founder, were false, fraudulent and without basis in
6 fact. After Armstrong cross-complained, the complaint was severed
7 therefrom and the matter was tried before Judge Breckenridge of
8 this Court who, finding for Armstrong, noted Scientology's
9 malevolent nature.

10 In addition to violating and abusing its own members civil
11 rights, the organization over the years with its "Fair Game"
12 doctrine has harassed and abused those persons not in the
13 Church whom it perceives as enemies. The organization is
14 clearly schizophrenic and paranoid, and this bizarre
15 combination seems to be a reflection of its founder LRH [L.
16 Ron Hubbard]. The evidence portrays a man who has been
17 virtually a pathological liar when it comes to his history,
18 background, and achievements. The writings and documents in
19 evidence additionally reflect his egoism, greed, avarice,
20 lust for power, and vindictiveness and aggressiveness against
21 persons perceived by him to be disloyal or hostile.

22 [Exhibit A to Declaration of Ford Greene in Opposition to Order to
23 Show Cause re Contempt filed herein on February 24, 1993 at 8:7-
24 9:4 [this document is in the Court's file and is not separately
25 submitted in the instant motion because there is no need to
26 duplicate the previous filing]; affirmed on appeal, Church of
27 Scientology v. Armstrong (1991) 232 Cal.App.3d 1060] With the

28 ⁵ Armstrong also relies on the papers that he filed in
support of his request for a stay that issued herein on March 23,
1993, to wit: Defendant Armstrong's Application for Stay of
Proceedings filed March 17, 1993; Declaration of Ford Greene re
Application for Extension filed March 18, 1993; Defendant
Armstrong's Reply Memorandum in Support of Motion for Stay of
Proceedings filed March 22, 1993; Declaration of Ford Greene in
Support of Defendant's Reply for Stay of Proceedings filed March
22, 1993.

1 cross-complaint pending, ⁶/ Scientology gave a lump sum of money
2 to Armstrong's attorney, Michael Flynn, (who not only represented
3 many litigants adverse to Scientology, but who also had his own
4 lawsuits against Scientology) to make all of the litigation go
5 away. Flynn told Armstrong that the provisions which Scientology
6 now seeks to enforce were unenforceable, that all those who would
7 have been Armstrong's witnesses no longer wanted to fight
8 Scientology, that Scientology has ruined his life and he did not
9 want to litigate any longer against it. For such reasons
10 Armstrong signed the settlement contract. Flynn did not tell
11 Armstrong that he, too, had signed an agreement promising never to
12 represent persons, including Armstrong, against Scientology in
13 litigation. Flynn further did not tell Armstrong that he had
14 entered into side agreements with Scientology whereby if
15 Scientology obtained a reversal of the Breckenridge decision (one
16 of the settlement provisions was that Armstrong would take a dive
17 on the appeal) damages on retrial would be limited to \$25,001 and
18 Scientology would indemnify Flynn who would reimburse Armstrong.

19 After the settlement, Scientology continued to refer to
20 Armstrong in various lawsuits around the world as an "agent
21

22 ⁶ The cross-complaint was based upon certain facts,
23 including the following: "After the within lawsuit was filed on
24 August 2, 1982, Defendant Armstrong was the subject of harassment,
25 including being followed and surveilled by individuals who
26 admitted employment by Plaintiff; being assaulted by one of these
27 individuals; being struck bodily by a car driven by one of these
28 individuals; having two attempts made by said individuals
apparently to involve Defendant Armstrong in a freeway automobile
accident; having said individuals come onto Defendant Armstrong's
property, spy in his windows, create disturbances, and upset his
neighbors." (Exhibit A to Declaration of Ford Greene in
Opposition to Order to Show Cause re Contempt filed herein on
February 24, 1993, Appendix to Breckenridge Opinion at 14:22-15:3)

1 provocateur" who worked with government agencies to plant forged
2 documents inside of Scientology as part of a scheme to take over
3 Scientology. Most recently, Scientology has taken to accusing
4 Armstrong of having AIDS, as well as continuing to repeat its
5 canard that he is a "liar" who was a government agent. (Amended
6 Answer of Gerald Armstrong and The Gerald Armstrong Corporation to
7 Amended Complaint and Cross-Complaint for Declaratory Relief,
8 Abuse of Process and Breach of Contract filed in BC 052 395)

9 In its motion in the instant matter, Scientology continues to
10 describe Armstrong in the blackest terms. True to its belief that
11 "Black Public Relations" is the best policy, regardless of the
12 truth, Scientology states that Armstrong is a scofflaw ⁷/ who has
13 accused judges of accepting bribes ⁸/ and who has "been in
14 continuous violation of the Court's injunction for a period of
15 nearly two years." (Motion at 6:16-18) To read the letters upon
16 which these allegations are based shows otherwise and despite its
17 three efforts to have Armstrong held in contempt in this

18
19
20

21 ⁷ While Armstrong has unequivocally stated that to him the
22 settlement contract is morally abhorrent as a matter of religious
23 conviction, Scientology continues to attempt to stretch his
24 refusal to abide by the contract into a declaration of intent to
25 violate the injunction issued on May 28, 1992. (Cf. Motion at
26 5:2-7 [Scientology's characterization of Armstrong], with Exhibit
27 C thereto [Armstrong's own deposition testimony])

28 ⁸ Armstrong's December 22, 1992 letter, when read in
context, is a plea to Scientology to stop using litigation as a
weapon of annihilation and a written declaration of the meaning of
his interpretation that Judge Sohigian's injunction prohibited him
only from voluntarily testifying or providing assistance in the
form of his special knowledge of Scientology in cases where
someone was suing, or contemplating suing, Scientology.

1 litigation, ⁹/ he has never been held to have violated any Order
2 of this Court.

3 Scientology attempts to cast Armstrong's normal activity
4 protected by the First Amendment as criminal and illegal. It
5 describes Armstrong's First Amendment protected activity of
6 attending and speaking at meetings of the Cult Awareness Network
7 as illegal participation in an "anti-religious group whose members
8 advocate the kidnapping and 'deprogramming' of persons belonging
9 to groups which they label 'cults.'" (Motion at 7:20-8:4) ¹⁰/
10 All the other activities of which Scientology complains are
11 protected by the First Amendment. ¹¹/

12
13 ⁹ Scientology sought to have Armstrong held in contempt
14 once while the case was still venued in Marin County Superior
Court and twice before Judge Diane Wayne of this Court. No such
finding has yet occurred.

15 ¹⁰ The Second District Court of Appeal recently described
16 the Cult Awareness Network as "a nonprofit corporation; its
17 purpose is to educate the public about the harmful effects of mind
18 control as practiced by destructive cults and about the unethical
19 and illegal practices they employ. CAN-National collects
20 information and conducts research on numerous cults, which
21 information is available for a fee covering copying and mailing
22 costs; it also maintains a confidential hotline to give immediate
23 help or information to persons involved with destructive cults,
24 their family or friends, or anyone seeking more information on the
25 cult issue." (Hart v. Cult Awareness Network (1993) 13
26 Cal.App.4th 777, 782).

27 For almost a quarter of a century Scientology has been
28 properly characterized as a "religious cult" based upon the
"quackery" of its founder, L. Ron Hubbard. (United States v.
Article or Device (DCDC 1971) 333 F.Supp 357, 359)

11 Those activities include sending letters, giving public
talks, giving interviews to the press and to television, and
providing routine office help to Ford Greene. (Motion at 8:5-25)
As to the provision of routine office help, Armstrong anticipates
that in Scientology's reply in the instant matter it will add the
fact that Armstrong faxed a copy of a brief to a Scientology
lawyer at his request in the Wollersheim litigation. (See
Declaration of Ford Greene in support of this opposition) This
will again show how low Scientology will stoop in order to trump
(continued...)

1 Scientology now bases its claim that the stay should be
2 vacated on further First-Amendment protected activity. Alleging
3 but not proving ^{12/} that Armstrong is a director and officer of
4 Fight Against Coercive Tactics, inc. ("FACT"), which allegedly has
5 sought information regarding individuals who has been killed or
6 driven insane by Scientology's practices, ^{13/} it claims that it
7 must amend its complaint and conduct discovery.

8 The alleged basis, if true, is no different from the alleged
9 basis for the complaint that was consolidated into the instant
10 action: allegations of activity that falls squarely within that

11 _____
12 ¹¹(...continued)
13 up a basis for relief to which it is not entitled in its effort to
14 stomp out Armstrong's contributions to the competition inherent in
15 the marketplace of ideas. Scientology does not want its well-
16 financed domination thereof to be obstructed by even a single
17 well-informed voice such as Armstrong's. It is interesting to
18 note that although Scientology sought injunctive relief which
19 would prohibit Armstrong from such participating in activity
20 protected by the First Amendment (Amended Memorandum of Points and
21 Authorities in Support of Plaintiff's Motion for Preliminary
22 Injunction for Breach of Contract filed May 7, 1992 ["this Court
23 must, on the uncontroverted evidence, much of it from Armstrong's
24 own lips, enjoin him from further breaching his Agreement while
25 this action is pending"]), it never obtained such an order.
26 Furthermore, it never appealed the Court's denial of relief in
27 this regard.

28 ¹² Scientology has done nothing to authenticate its
29 exhibits, particularly Exhibits L, M, N. See Part IV, C, infra.

30 ¹³ Scientology's Exhibit L, which it provides as proof of
31 its need to vacate the stay, states: "Reports of coverups of
32 Scientology members becoming psychotic or suicidal, or committing
33 suicide, while receiving Scientology's services are far too
34 numerous to be ignored any longer." Such concerns have been
35 approved as part of the police power justification for allowing
36 lawsuits to be brought against cult groups such as Scientology for
37 brainwashing people. (Molko v. Holy Spirit Association (1988) 46
38 Cal.3d 1092, 1118 [victims of brainwashing can "develop serious
39 and sometimes irreversible physical and psychiatric disorders up
40 to and including schizophrenia, self-mutilation and death."]);
41 Wollersheim v. Church of Scientology (1989) 212 Cal.App.3d 872
42 [Scientology brainwashed Wollersheim causing mental illness.])

1 protected by the First Amendment.

2
3 **III. THE QUESTION OF WHETHER OR NOT THE**
4 **CONTRACT IS ENFORCEABLE IS DETERMINATIVE**
5 **OF THE RELIEF THAT SCIENTOLOGY SEEKS**

6 As noted, the reason that this Court issued the stay in this
7 case is because "the basis for the appeal is an attack on the
8 legality and validity of the Agreement. The central issue of this
9 case is the legality and validity of the Agreement." (Minute
10 Order March 23, 1993)

11 Scientology's claim that the stay must be vacated because of
12 Armstrong's alleged participation in FACT is no different from the
13 allegations that he violated the settlement contract by meeting
14 with the Cult Awareness Network or by giving interviews to
15 Newsweek Magazine or Entertainment Television. Scientology's
16 argument that the so-called "second breach case" is outside of the
17 scope of the preliminary injunction because said injunction did
18 not issue with respect to it begs the question. All the issues
19 raised in the enforcement action dubbed the "second breach case"
20 are predicated upon the validity of the agreement. Thus, as
21 previously stated by the Court "[t]he central issue of this case
22 is the legality and validity of the Agreement." That is why this
23 Court issued its stay order on March 23, 1993. That is why this
24 Court consolidated both formerly related cases on its own motion
25 on October 6, 1993. That is why Judge Wayne has stayed
26 Scientology's two contempt proceedings based on Scientology's
27 contentions that Armstrong has continuously and repeatedly
28 violated the May 28, 1992 preliminary injunction.

1 Code of Civil Procedure § 916 (a) states:

2 Except as provided in Sections 917.1 to 917.9,
3 inclusive, and Section 116.810, the perfecting of an
4 appeal stays the proceedings in the trial court upon the
5 judgment or order appealed from or upon the matters
6 embraced therein or affected thereby, including
7 enforcement of the judgment or order, but the trial
8 court may proceed on any other matter embraced in the
9 action and not affected by the judgment or order.

10 Section 916 applies as much now as it did one year ago to all
11 matters embraced by the legality of the contract at issue upon
12 which all the instant litigation necessarily is predicated.
13 Indeed, almost one year ago Scientology moved the Court of Appeal
14 to expedite the hearing of the appeal before it in this case on
15 precisely the same grounds that it asserts as the basis for asking
16 the trial court to vacate the stay order. (Exhibit A to the
17 Declaration of Ford Greene) The Court of Appeal denied
18 Scientology's motion.

19 Meanwhile, while it continues to issue strident
20 pronouncements of Armstrong's alleged violations and contempts, it
21 continues to slander him under the claim of the litigant's
22 privilege every chance it gets in litigation in the United States
23 and abroad. ^{14/}

24 ¹⁴ On February 8, 1994, in Church of Scientology
25 International v. Fishman & Geertz, U.S. District Court, Central
26 District of California, case No. 91-6426 HLH(Tx) David Miscavige,
27 the leader of Scientology states: ". . . Mr. Young repeats the
28 allegations made by Gerry Armstrong that the Church practices
"Fair Game" and that Gerry Armstrong was in 'fear of his life.'
To bolster the validity of this allegation, Vaughn Young refers to
the Breckenridge decision. What Mr. Young fails to disclose,
however, is the fact that following that opinion, Armstrong was
proven a liar. In a police-sanctioned investigation, Gerry
Armstrong was captured on videotape acknowledging his real
motives, namely a plot to overthrow the Church leadership and gain
control of the Church." (Exhibit B to the Declaration of Ford
(continued...))

1 IV. THE MOTION IS FRIVOLOUS AND JUSTIFIES AN AWARD OF SANCTIONS

2
3 A. The Legal Standard

4
5 The Court has the power to order opposing counsel and party
6 to pay attorney's fees incurred "as a result of bad-faith actions

7
8 ¹⁴(...continued)

9 Greene) Similar allegations have been made in litigation brought
10 by Scientology in Great Britain. (Exhibit C to Declaration of
11 Ford Greene)

12 There was no "police-sanctioned" investigation. Los Angeles
13 Police Chief specifically and publicly disavowed any such
14 sanction. Eugene Ingram is Scientology's private investigator.
15 On November 7, 1984, Ingram embarked on Scientology's
16 aforementioned "police-sanctioned investigation" of Mr. Armstrong.
17 Ingram claims to have obtained authorization from the Los Angeles
18 Police Department to investigate Armstrong and his then-attorney,
19 Michael J. Flynn, "regarding possible criminal violations of, but
20 not limited to, California Penal Code §664 (Attempts), §134
21 (Preparing False Documentary Evidence), §182 (Conspiracy) and/or
22 any other violations of criminal laws." There was never, however,
23 any such "authorized" investigation. (Exhibit D to Declaration of
24 Ford Greene). Indeed, when Los Angeles Chief of Police, Daryl F.
25 Gates discovered the foregoing, he issued a public announcement on
26 the subject which denied any legitimate link between his
27 department and private investigator Ingram. He said:

28 "It has come to my attention that a member of the L.A.P.D.
very foolishly, without proper authorization and contrary to
the policy of this Department, signed a letter to Eugene M.
Ingram, believed to have been drafted by Ingram himself. The
letter purports to authorize Ingram to engage in electronic
eavesdropping. The letter, along with all the purported
authorization is invalid and is NOT a correspondence from the
Los Angeles Police Department.

"The Los Angeles Police Department has not cooperated with
Eugene Ingram. It will be a cold day in hell when we do.

"I have directed an official letter to Ingram informing him
that the letter signed by Officer Phillip Rodriguez dated
November 7, 1984, and all other letters of purported
authorizations directed to him, signed by any member of the
Los Angeles Police Department, are invalid and unauthorized.

"Internal Affairs Division is now investigating the entire
incident."

(Exhibit E to Declaration of Ford Greene)

1 or tactics, which are frivolous." (C.C. P. § 128.5) A frivolous
2 motion is one that is "totally and completely without merit."
3 (C.C.P. § 128.5(b)(2).) A motion is frivolous within the meaning
4 of the statute when (1) there is a lack of legal grounds for the
5 motion, or (2) a lack of evidentiary showing. (Weil & Brown,
6 Civil Procedure Before Trial (The Rutter Group 1993 revision) at §
7 9:200, pp. 9(I)-75-76 ["Weil & Brown"].)

8
9 **B. The Motion Is Legally Frivolous Because The Court**
10 **Previously Determined That Armstrong's First**
11 **Amendment Activities Relate To The Validity**
12 **And Enforceability Of The Contract**

13 The only basis that Scientology provides as an alleged ground
14 for its motion to vacate the stay herein is the claim that
15 Armstrong's alleged involvement in FACT is in violation of the
16 terms of the contract. It is clear that Armstrong's involvement
17 with FACT, if any, is the same type of First Amendment
18 associational activity that is the subject matter of what
19 Scientology calls the "second breach case."¹⁵ Thus, the
20 conduct on which Scientology claims this Court should now vacate
21 the stay has already been determined by this Court on October 6,
22 1993 to be the proper subject of said stay. Further, as has been
23 recognized by this District in Hart v. Cult Awareness Network,
24 supra, 13 Cal.App.4th at 790, said conduct is protected:

25 ¹⁵ See Motion at 7:20-8:25 for Scientology's enumeration of
26 these taboo activities. These activities, prior to Scientology's
27 filing of BC 084642 were also the subject of its Motion for
28 Clarification or Alternatively to Require the Posting of An
Undertaking Pending Appeal by Defendant Armstrong filed herein on
or about May 11, 1993. On May 26, 1993, the Court denied said
motion.

1 "An individual's freedom to speak, to worship, and to
2 petition the government for the redress of grievances
3 could not be vigorously protected from interference by
4 the State unless a correlative freedom to engage in
5 group effort toward these ends were not also guaranteed.
6 [Citation.] Accordingly protection to collective effort
7 on behalf of shared goals is especially important in
8 preserving political and cultural diversity and in
9 shielding dissident expression from suppression by the
10 majority. [Citations.] Consequently, we have long
11 understood as implicit in the right to engage in
12 activities protected by the First Amendment a
13 corresponding right to associate with others in pursuit
14 of a wide variety of political, social, economic,
15 educational, religious and cultural ends."

16 One of Armstrong's primary points on appeal is that the settlement
17 contract, and the injunction which rests upon it, violate such
18 First Amendment rights in this case.

19 Scientology is aware of this Court's prior rulings and
20 therefore knows that this motion is frivolous because the conduct
21 of which it complains is no different in kind and nature than
22 other conduct of which it has complained previously.

23 **C. Scientology's Motion Is Factually Frivolous**

24 There are no facts legally before the Court in support of the
25 motion to vacate. Motions are decided on the basis of
26 declarations, discovery documents or other evidence presented to
27 the Court in support of the motion. (Weil & Brown at § 9:43)
28 Such evidence must be served along with the notice of motion.
(C.C.P. § 1005 (b)) When documentary evidence is offered, a
proper foundation therefor, by declaration, should be laid. (Id.
at § 9:53) A writing must be authenticated by declaration or
other evidence which establishes that the writing is what it

1 purports to be. (Evidence Code §§ 250, 1401 (a).)

2 In the case at bar, no effort has been made to provide any
3 type of evidentiary foundation for the motion. There is no
4 declaration at all. There are a number of documents that are
5 referred to as "Exhibits" but there is nothing which authenticates
6 such "exhibits." Apparently, Armstrong is such a bad character
7 that the nature of his evil must be so self-evident as to justify
8 dispensing with the rules requiring that facts submitted in
9 support of a motion be disregarded. Therefore, the motion is
10 completely frivolous because it is without any factual support
11 whatsoever. (Lieppman v. Lieber (1986) 180 Cal.App.3d 914, 919)
12

13 **V. CONCLUSION**

14
15 In support of its motion, Scientology has offered nothing
16 new. It simply repeats its shrill, mendacious accusations with
17 which it has always stained its papers herein; namely that
18 Armstrong is a scofflaw who is disrespectful of the legal system
19 and is getting away with heinous violations of Scientology's claim
20 to rights, which claim it obtained through duplicity and
21 treachery. Scientology claims its remedy is to renew its
22 opportunity to litigate Armstrong to death by allowing it to
23 recommence its previously stayed lawsuit. ^{16/}

24 Since there is no difference between the circumstances as
25 they presently exist and those which existed at the time the stay
26

27 ¹⁶ Scientology is currently litigating a fourth lawsuit
28 against Armstrong entitled Church of Scientology International v.
Armstrong, Marin County Superior Court, Case No. 157 680.

1 was issued herein on March 23, 1993 and at the time the two
2 lawsuits were consolidated and further stayed on October 6, 1993,
3 defendant Gerald Armstrong respectfully submits that Scientology's
4 motion should be denied.

5 Finally, Armstrong respectfully suggests that sanctions
6 should be ordered in an amount that will be set forth in a proper
7 declaration as to the fees and costs incurred in litigating this
8 motion.

9
10 DATED: March 6, 1994

HUB LAW OFFICES

11
12
13 By: 

FORD GREENE

14
15
16 LAW OFFICES OF PAUL MORANTZ

17
18 By: _____
19 PAUL MORANTZ

20 Attorneys for Defendant
21 GERALD ARMSTRONG and
22 THE GERALD ARMSTRONG
23 CORPORATION
24
25
26
27
28

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following

documents: DEFENDANTS' ARMSTRONG AND TGAC OPPOSITION TO SCIENTOLOGY'S MOTION TO VACATE STAY ORDER AND ARMSTRONG'S MOTION FOR MONETARY SANCTIONS; POINTS AND AUTHORITIES; DECLARATION OF FORD GREENE; SUBMISSION OF NON-CALIFORNIA AUTHORITIES IN SUPPORT OF OPPOSITION TO SCIENTOLOGY'S MOTION TO VACATE STAY ORDER; ARMSTRONG'S OBJECTIONS TO EXHIBITS SUBMITTED IN SUPPORT OF SCIENTOLOGY'S MOTION TO VACATE STAY ORDER

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew Wilson
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

By Telecopier

laurie j. Bartilson
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

[X] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[X] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: March 7, 1994

